



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

**Cottonwood Title**  
INSURANCE AGENCY, INC.

Countersigned

**Fidelity National Title Insurance Company**



BY

President

ATTEST

Secretary

File Number 84181-PF



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.*

### Cottonwood Title Insurance Agency, Inc. Privacy Policy

**PRIVACY POLICY:** Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed or required by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on a need to know basis only. Only title company personnel who need to know can access nonpublic personal information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, and including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: We allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information), policy numbers, or the amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.
- We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We will use our best efforts to train and oversee our employees and authorized contractors to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.



## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE A

1. Effective Date: April 29, 2016 at 7:30AM

2. Policy (or Policies) to be issued:	Policy Amount	Premium
(a) Owner's Policy (ALTA Owners Policy (06/17/06))	\$950,000.00	\$3,583.00

Proposed Insured:

**Ivory Development, LLC**

(b) Loan Policy

Proposed Insured:

(c) Endorsements \$0

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

Scott Douglas Allen and Judy Allen, husband and wife

4. The land referred to in this Commitment is situated in the County of Weber, State of Utah, and is described as follows:

**See Exhibit A attached hereto**

NOTE(S): Parcel Identification Number: 15-078-0006 and 15-078-0120 (for reference purposes only)

**Cottonwood Title**  
INSURANCE AGENCY, INC.

1996 East 6400 South, Suite 120  
Salt Lake City, UT 84121

**Escrow Officer:** Jamie Perry

jamie@cottonwoodtitle.com

Telephone: (801)277-9999 Fax: (801)277-1411





**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- A. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured
- B. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$125.00.
- C. Pay all taxes, charges and assessments affecting the land that are due and payable.
- D. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- E. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- F. Any additional documentation requested by Cottonwood Title Insurance Agency, Inc. and/or Fidelity National Title Insurance Company, its underwriter.

**NOTICE TO APPLICANT**

The company requires that the following additional requirements be complied with:

- 1. Warranty Deed from Scott Douglas Allen and Judy Allen, husband and wife vesting fee simple title in Ivory Development, LLC.
- 2. Warranty Deed from A. LeRoy Allen and Glenna P. Allen, Trustees of The A. LeRoy Allen Family Living Trust dated April 2, 1998 vesting fee simple title in Ivory Development, LLC.



**SCHEDULE B - SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

**NOTE: Exceptions 1-8 will be eliminated in an ALTA Extended Lender's Policy**

1. The Lien of Real Estate Taxes or assessments, imposed on the title by a governmental authority, that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any facts, rights, interests, or claims which are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easement or encumbrances which are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2016 are accruing as a lien not yet due and payable under Parcel No. 15-078-0006. Taxes for the year 2015 have been paid in the amount of \$162.56 under Parcel No. 15-078-0006. (affects Parcel 1)
10. Taxes for the year 2016 are accruing as a lien not yet due and payable under Parcel No. 15-078-0120. Taxes for the year 2015 have been paid in the amount of \$0.18 under Parcel No. 15-078-0120. (affects Parcel 2)
11. The herein described property is located within the boundaries of Weber County, Weber County Schools, West Weber - Taylor Cemetery District, Taylor/West Weber Culinary Water District and the Weber Fire District, and is subject to any and all charges and assessments levied thereunder.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Claim, right, title or interest to water or water rights whether or not shown by the public records.





**SCHEDULE B - SECTION II  
EXCEPTIONS  
(Continued)**

14. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property, recorded January 3, 1919, in Book [N of Liens and Leases](#), at Page 250.
15. Right of Way Easement in favor of the American Telephone and Telegraph Company of Wyoming, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property, recorded May 31, 1929, in Book [S of Liens and Leases](#), at Page 146.
16. Right of Way Easement in favor of the American Telephone and Telegraph Company of Wyoming, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property, recorded May 31, 1929, in Book [S of Liens and Leases](#), at Page 155.
17. Easement to Use Distribution System in favor of the State of Utah, acting through the Board of Water Resources for an easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Wilson Irrigation Company and incidental purposes, by instrument dated October 25, 1990 and recorded May 17, 1996, as Entry No. [1406858](#), in Book 1806, at Page 2985. (exact location not disclosed)
18. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded September 5, 2013 as Entry No. [2654384](#).
19. The interest, if any, of A. LeRoy Allen and Glenna P. Allen, Trustees of The A. LeRoy Allen Family Living Trust dated April 2, 1998 as disclosed in that certain Warranty Deed recorded December 23, 2004 as Entry No. [2076140](#).



**SCHEDULE B - SECTION II  
EXCEPTIONS  
(Continued)**

**NOTE:** The following names have been checked for judgments:

**Ivory Development, LLC**

**Scott Douglas Allen and Judy Allen**

No unsatisfied judgments appear of record in the last eight years except as shown herein.

**NOTE:** The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.**

Your order has been assigned to JAMIE PERRY for a full service escrow. For questions concerning the escrow, please contact Cottonwood Title Insurance Agency, Inc. at (801)277-9999.





**EXHIBIT A**

**PARCEL 1:**

Part of the Northeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the quarter section line and the center line of 2200 South Street, said point being North 89°13'14" West along said quarter section line and center line 212.00 feet from the East quarter corner of said Section 28; thence North 89°13'14" West along said quarter section line and center line 811.48 feet; thence North 00°46'46" East 336.48 feet; thence North 89°13'14" West 81.48 feet; thence North 32°03'10" West 267.00 feet; thence North 24°10'59" West 60.57 feet; thence North 32°03'10" West 276.51 feet to the center line of an existing irrigation channel; thence along said center line the following three (3) courses: (1) North 53°20'43" East 492.39 feet to a 719.99 foot radius curve the center of which bears North 36°39'17" West, (2) Northeasterly along said curve to the left through a central angle of 08°25'12" a distance of 105.81 feet, and (3) North 44°55'50" East 153.87 feet to the 40 acre line; thence South 89°14'11" East along said 40 acre line 844.22 feet to the section line; thence South 00°36'51" West along said section line 339.14 feet; thence North 89°13'43" West 483.00 feet; thence South 00°36'51" West 325.00 feet; thence South 89°13'43" East 483.00 feet to the section line; thence South 00°36'51" West along said section line 339.14 feet; thence North 89°13'14" West 212.00 feet; thence South 00°36'51" West 325.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM Allen Estates Subdivision Phase 2.

ALSO LESS AND EXCEPTING THEREFROM the following:

Part of the Northeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the quarter section line and the center line of 2200 South Street, said point being North 89°13'14" West along said quarter section line and center line 212.00 feet from the East quarter corner of said Section 28; thence North 89°13'14" West along said quarter section line and center line 811.48 feet; thence North 00°46'46" East 336.48 feet; thence North 32°28'59" East 72.51 feet; thence North 57°56'50" East 300.14 feet; thence North 70°50'18" East 302.39 feet; thence East 447 feet; thence South 00°36'51" West along the section line 339.14 feet; thence North 89°13'14" West 212.00 feet; thence South 00°36'51" West 325.00 feet to the point of beginning.

**PARCEL 2:**

Part of the Northeast quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the quarter section line, said point being North 00°42'57" East along said quarter section line 38.98 feet from the center of said Section 28; thence North 00°42'57" East along said quarter section line 1288.57 feet to the 40 acre line; thence South 89°14'11" East along said 40 acre line 1801.59 feet to the center line of an existing irrigation channel; thence along said center line the following nine (9) courses: (1) South 44°55'30" West 153.87 feet to a 719.99 foot radius curve the center of which bears North 45°04'30" West, (2) Southwesterly along said curve to the right through a central angle of 08°25'12" a distance of 105.81 feet, (3) South 53°20'43" West 492.39 feet, (4) South 53°04'16" West 98.25 feet, (5) South 55°09'32" West 32.12 feet, (6) South 57°20'38" West 57.02 feet, (7) South 57°58'47" West 1181.15 feet, (8) South 56°49'23" West 65.68 feet, and (9) South 48°45'37" West 37.99 feet to the point of beginning.



N.E. 1/4  
SECTION 28, T.6N., R.2W., S.L.B. & M.

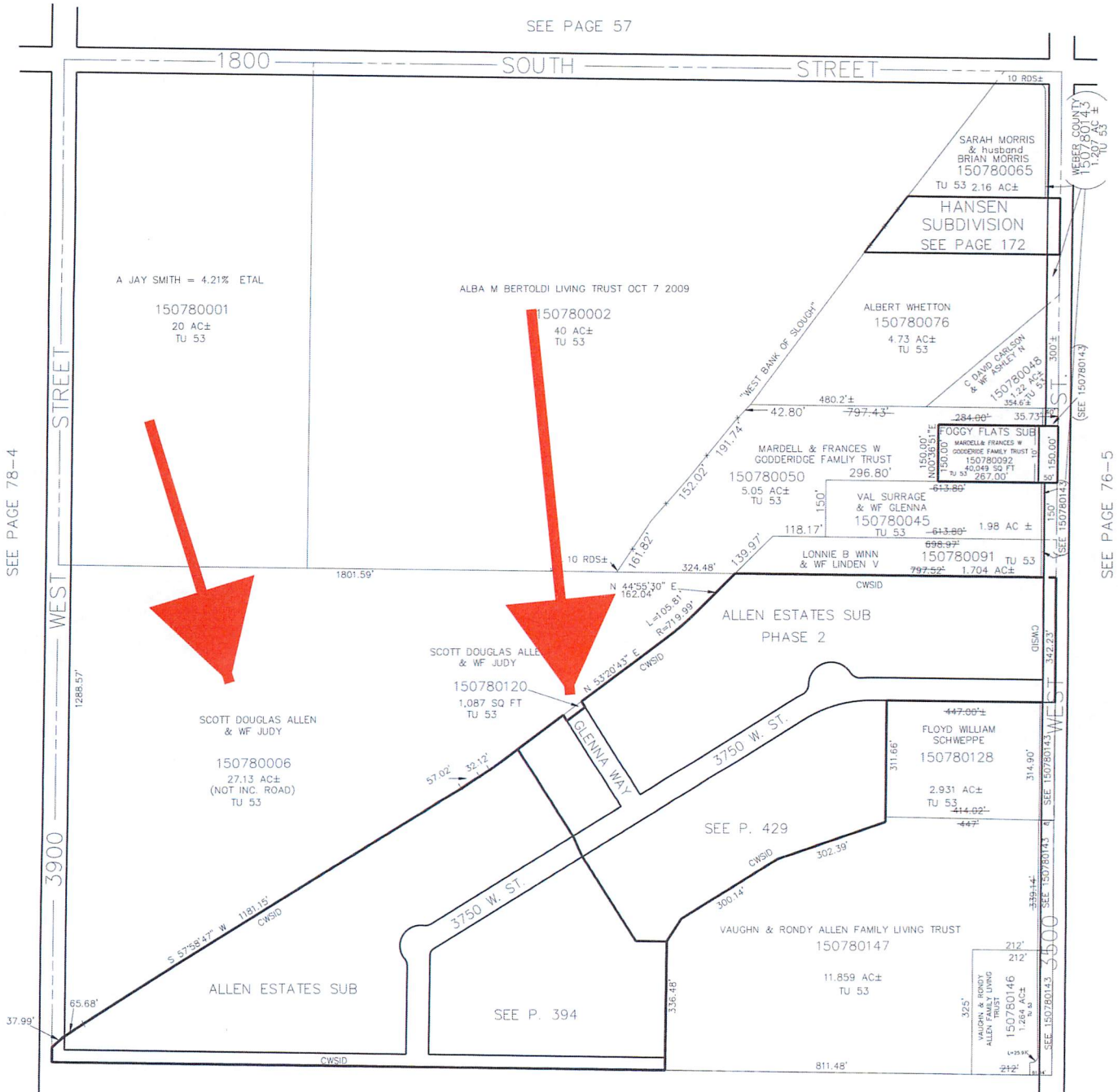
78-1

TAXING UNIT: 53, 377

IN WEBER COUNTY

SCALE 1" = 200'

SEE PAGE 57



This plat is made solely for the purpose of assisting in locating the property and Cottonwood Title Insurance Agency, Inc. assumes no liability for variation, if any, with actual survey.